

Form 210A (10/06)

**United States Bankruptcy Court  
Southern District of New York**

**In re: Lehman Brothers Holdings Inc., et al.,  
Case No. (Jointly Administered Under Case No. 08-13555)**

**NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or **deemed filed** under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to **Rule 3001(e)(2)**, Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee:

**Equity Trust Company Custodian  
FBO Victor Knox IRA, 50% Undivided Interest  
and Fredric Glass IRA, 50% Undivided Interest  
As assignee of Gescafondo FI/ Alberto Del Riego Orta**

Name of Transferor:

**Gescafondo FI/ Alberto Del Riego Orta**

Name and Address where notices to transferee should be sent:

**Equity Trust Company Custodian  
FBO Victor Knox IRA, 50% Undivided Interest  
and Fredric Glass IRA, 50% Undivided Interest  
c/o Fair Harbor Capital, LLC  
PO Box 237037  
New York, NY 10023**

Court Claim # (if known): 60641

Amount of Claim: \$440,315.98

Date Claim Filed:

Name and Address of Transferor:

**Gescafondo FI/ Alberto Del  
Riego Orta  
Serrano 88 5 Planta  
Madrid, Spain 28006**

Phone: 212 967 4035  
Last Four Digits of Acct #: n/a

Phone: \_\_\_\_\_  
Last Four Digits of Acct #: n/a

Name and Address where transferee payments should be sent (if different from above):

Phone: n/a  
Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/Fredric Glass Date: October 21, 2013  
Transferee/Transferee's Agent

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.*

**United States Bankruptcy Court  
Southern District of New York**

**In re: Lehman Brothers Holdings Inc., et al.,  
Case No. (Jointly Administered Under Case No. 08-13555)**

**NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

**Claim No. 60641 (if known)**

was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on October 21, 2013.

Name of Transferee:

**Equity Trust Company Custodian  
FBO Victor Knox IRA, 50% Undivided Interest  
and Fredric Glass IRA, 50% Undivided Interest  
As assignee of Gescafondo FI/ Alberto Del Riego Orta**

Name of Alleged Transferor:

**Gescafondo FI/ Alberto Del Riego Orta**

**Equity Trust Company Custodian  
FBO Victor Knox IRA, 50% Undivided Interest  
and Fredric Glass IRA, 50% Undivided Interest  
c/o Fair Harbor Capital, LLC  
PO Box 237037  
New York, NY 10023**

Name and Address of Alleged  
Transferor:

**Gescafondo FI/ Alberto Del  
Riego Orta  
Serrano 88 5 Planta  
Madrid, Spain 28006**

**~DEADLINE TO OBJECT TO TRANSFER~**

The transferor of claim named above is advised the this Notice of Transfer of Claim Other than for Security has been filed in the clerk's office of this court as evidence of the transfer. Objection must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

Clerk of the Court

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United States Bankruptcy Court, Southern District of New York

In re: Lehman Brothers Holdings Inc., Chapter 11  
Debtor. Case No. 08-13555 Amount \$440,315.98

X Jointly Administered Under Case No. 08-13553

TRANSFER OF CLAIM OTHER THAN FOR SECURITY AND WAIVER OF NOTICE

Bankruptcy Rule 3600(a)

PLEASE TAKE NOTICE that the Case 3, Section Thirty-Fourth-Custodian-Claim of CRESCAFONDO FLY ("Transferor") against the Debtor(s) indicated in the caption above in the amount of \$440,315.98, and all claims (including without limitation the Proof of Claim, if any, identified below and Transferor's rights to receive all interest, penalties, and payments that it may be entitled to receive as a result of the assumption of any executory contracts or leases related to the Claim and fees, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guarantor or other third party, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all cash, securities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim) of Transferor have been transferred and assigned other than for security to Equity Trust Company as custodian for Credit Glass IRA, 50% undivided interest, and Equity Trust Company is assigned the Victor Knox IRA, 50% undivided interest ("Transferee") in consideration of the aforesaid. The signature of the Transferor on this TRANSFER OF CLAIM OTHER THAN FOR SECURITY AND WAIVER OF NOTICE is evidence of the aforesaid Transfer of the claims and all rights and benefits of Transferor relating to the Claim. The Claim is based on amounts owed to Transferor by Debtor and this transfer shall be deemed an absolute and unconditional transfer of the Claim for the purpose of collection and shall not be deemed to create a security interest. Fair Harbor Capital, LLC is not obligated to file any application, motion, Proof of Claim or other documents with the Bankruptcy Court with regard to your claim.

I, the undersigned Transferor of the above-described claims, hereby assign and transfer my claimed and all rights now or hereafter to the Transferee upon terms set forth in cover letter received, I represent and warrant that the claim is not less than \$440,315.98 and has not been previously objected to, sold, or satisfied. I further represent and warrant that cash distributions aggregating approximately #2,768.8% of the allowed Claim have been received by the Transferor and these distribution amounts are excluded from the Transfer of Claim Other Than for Security and Waiver of Notice, and that this Transfer of Claim Other Than for Security and Waiver of Notice is only for future distributions, if any. Upon notification by Transferor, I agree to relinquish Transferor's pro rata portion of the purchase price if the Claim is reduced, adjusted to, or disallowed in whole or part by the Debtor, the Court, or any other party and Transferor represents and warrants that there are no offsets or defenses or preferential payments that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value. If Transferor fails to negotiate the distribution of cash on or before ninety (90) days after issuance of each check, then Transferor shall void the distribution check, the amount of cash distributable to such check shall be deposited in Transferor's bank account, and Transferor shall be automatically deemed to have waived its Claim. A Proof of Claim has been filed in the amount of \$440,315.98 and duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Transferor shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Transferor is hereby directed to sell to Transferor, and at Transferor's option only, Transferor hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein. Transferor shall remit such payment to Transferor upon Transferor's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Transferor acknowledges that, except as set forth in this benefit, neither Transferor nor any agent or representative of Transferor has made any representation whatever to Transferor regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Transferor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Transferor and based on such information as Transferor has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Transfer of Claim.

I, the undersigned Transferor hereby authorize Transferor to file a notice of transfer pursuant to Rule 3001 (c) of the Federal Rules of Bankruptcy Procedure ("FRBP"), with respect to the Claim, while Transferor performs its due diligence on the Claim. Transferor, at its sole option, may subsequently transfer the Claim back to Transferor if one diligence is not satisfactory. In Transferor's sole and absolute discretion pursuant to Rule 3001 (e) of the FRBP, in the event Transferor transfers the Claim back to Transferor or withdraws the transfer, at such time both Transferor and Transferor release each other of all and any obligation or liability regarding this Assignment of Claim. Transferor hereby acknowledges and consents to all of the terms set forth in this Transfer of Claim and hereby releases (i) its right to rescind or object to the same, and (ii) its right to review and/or petition to Rule 3001 (e) of the FRBP. Transferor hereby also acknowledges that Transferor may at any time resign the Claim, together with all right, title and interest of Transferor in and to this Transfer of Claim. All representations and warranties made herein shall survive the execution and delivery of this Transfer of Claim and any such re-assignment.

Other than stated above, Transferor assumes all risks associated with debtor's ability to distribute funds. Transferor agrees to deliver to Fair Harbor Capital, LLC any correspondence or payments received subsequent to the date Transferor signs this agreement. The court of the court is authorized to change the address regarding the Claim of the Transferor to that of the Transferor listed below. This Transfer of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action setting aside or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Transferor consents to the exclusive personal jurisdiction over Transferor by such court in courts and agrees that service of process may be upon Transferor by mailing a copy of such process to Transferor at the address set forth in this Assignment of Claim, and in any action hereunder Transferor waives the right to demand a trial by jury.

Transferor:

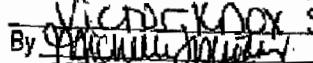
DISCAFONDO FLY  
ALBERTO DEL RIEGO CALTA, SERRANO 65, ATLANTA  
MADRID, 28001, SPAIN  
Print Name: Alberto Del Riego Calta, Title: Vice Chairman, CEO  
Signature:   
Phone: (34) 91 560 00 00 Fax: 200000 Madrid  
Address: Atlanta, GA, USA

Transferee:  
Equity Trust Company, as custodian for Credit Glass IRA, 50% Undivided  
Interest, Suite 1000, 1000 Avenue of the Americas, New York, NY 10036  
c/o Fair Harbor Capital, LLC  
1541 Broadway, 10th fl., NY, NY 10036  
Signature: 

Scott Hall

Equity Trust Company

Equity Trust Company custodian  
of individual retirement account of:

VICTOR KNOX, 50%  
By   
225 Burns Road • Elyria, OH 44035  
Michelle Williams